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FILED

NOV 17 1995

HOWARD HANSON
MARIN COUNTY CLERK

By J. NAUE Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

RECEIVED

NOV 17 1995

HUB LAW OFFICES

8 CHURCH OF SCIENTOLOGY INTERNATIONAL)
9 a California not-for-profit)
religious corporation,)

10 Plaintiff,)

11 vs.)

12 GERALD ARMSTRONG; MICHAEL WALTON;)
13 THE GERALD ARMSTRONG CORPORATION)
California for-profit)
14 corporation; DOES 1 through 100,)
inclusive,)

15 Defendants.)

No. 157 680

ARMSTRONG'S SEPARATE
STATEMENT OF DISPUTED AND
UNDISPUTED FACTS IN
OPPOSITION TO MOTION FOR
SUMMARY ADJUDICATION OF
THE FIRST CAUSE OF
ACTION OF ARMSTRONG'S
FIRST AMENDED
CROSS-COMPLAINT

Date: 12/1/95

Time: 9:00 a.m.

Dept: One

Trial Date: Not Set

18 RESPONDING PARTY GERALD ARMSTRONG'S STATEMENT OF DISPUTED AND
19 UNDISPUTED FACTS

20 Defendant Gerald Armstrong ("Armstrong") submits this
21 separate statement in opposition to Plaintiff Church of
22 Scientology International's ("Scientology") separate statement of
23 undisputed facts with reference to supporting evidence pursuant to
24 CCP Section 437c (b).

25 ISSUE:

26 Scientology's Claim: The Church is entitled to summary
27 adjudication of the First Cause Of Action because all of the
28

1 issues presented by this request for declaratory relief have
2 already been resolved against Armstrong and in the Church's favor.

3

4 PLAINTIFF CSI'S MATERIAL FACTS DEFENDANT ARMSTRONG'S MATERIAL
5 AND SUPPORTING EVIDENCE FACTS AND SUPPORTING EVIDENCE

6

7 1. In the First Cause of 1. Undisputed.
8 Action, Armstrong seeks the
9 following relief:

10 [A] judicial
11 determination of his
12 rights and duties,
13 and a declaration
14 that the only
15 provisions of the
16 settlement agreement
17 which are valid are
18 those which directly
19 pertain to the
20 dismissal of his
21 cross-complaint in
22 Armstrong I in
23 consideration for
24 the payment of a sum
25 of money, and that
26 paragraphs 4A, 4B,
27 7D, 7G, 7H, 7I, 10,
28 18D, 18E of the
 settlement agreement
 should be severed
 and held not to be
 legally enforceable
 because they were
 designed to suppress
 evidence and
 obstruct justice.

24 Plaintiff's Evidence:

25 Request for Judicial
26 Notice, Exhibit G, Verified
27 Amended Cross-Complaint
28 (hereinafter "Cross-
complaint"), p. 29, ¶ 61.

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2. The orders of this Court granting summary judgment, including the Order of Permanent Injunction, are orders enforcing paragraphs 7D, 7E, 7G, 7H, 7I, 10, 18D, 18E of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986.

Plaintiff's Evidence:

Exhibit A to Exhibit A to Request for Judicial Notice, Verified Second Amended Complaint, Mutual Release of All Claims and Settlement Agreement, ¶¶ 7D, 7E, 7G, 7H, 7I, 10, 18D, 18E; Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Request for Judicial Notice, Exhibit D, Order Granting Summary Adjudication of the Thirteenth, Sixteenth, Seventeenth, and Nineteenth Causes of Action; Request for Judicial Notice, Exhibit D,

2. Disputed. This court's orders do not enforce the following illegal conditions in the "settlement agreement:"

7D, as to the government, government organs or entities;

7E, as to all documents filed in this action, and Armstrong's "continuing duty to return to CSI any and all documents;"

7G, as to cooperating with any person adverse to Scientology, and not cooperating in any manner with any organization aligned against Scientology;

7H, as to not participating in any legislative proceeding adverse to Scientology, and not being amenable to service of process;

7H, as to not discussing his litigation or experiences with his attorney, and not discussing his litigation or experiences with the

1 Order of Permanent Injunction.

government, or government
organs or entities, and not
disclosing the contents of
this "agreement;"

7I, as to wiping the
"slate" clean;

10, as to assisting or
advising governmental
agencies;

18D, as to not disclosing
the contents of this
"agreement;"

18E, as to forbearing and
refraining from doing any act
or exercising any right
inconsistent with this
"agreement."

3. Paragraphs 4A and 4B
concern an appeal which has
already become final, and as
to which no rights, duties or
obligations could be enforced
in the future.

3. Undisputed. These
provisions, however, are
evidence supporting the
argument that the "settlement
agreement" is in violation of
public policy.

Plaintiff's Evidence:

3. Exhibit A to Exhibit A to
Request for Judicial Notice,
Verified Second Amended
Complaint, Mutual Release of

Armstrong incorporates
herein his additional disputed
facts and evidentiary support
in No. 1A-E, 98-175 below.

1 All Claims and Settlement
2 Agreement, ¶¶ 4A and 4B;
3 Request for Judicial Notice,
4 Exhibit J, Portions of the
5 Opinion of the Court of
6 Appeal, Second Appellate
7 District, in the case of
8 Church of Scientology of
9 California v. Armstrong, Case
10 No. B069450.

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13 ADDITIONAL DISPUTED FACTS

14 Armstrong's Claim: Scientology is not entitled to summary
15 adjudication of the Twentieth Cause of Action because: 1.
16 Scientology obtained Armstrong's signature on the subject
17 settlement document by duress; 2. Scientology obtained Armstrong's
18 signature on the subject settlement document by fraud; 3. the
19 settlement agreement is unfair, unreasonable, unconscionable and
20 cannot be specifically performed; 4. Scientology's hands are
21 unclean in this transaction and Scientology is therefore barred
22 from obtaining the relief it seeks; 5. the settlement agreement
23 and Scientology's enforcement thereof are obstructive of justice;
24 6. all of Armstrong's experiences concerning which Scientology
25 seeks to silence him are religious in nature and the silencing of
26 the expression of such experiences by court order is completely
27 barred by the First Amendment to the United States Constitution;
28 and, 7. all of Armstrong's activities which Scientology claims are
violations of the subject agreement are religiously motivated and

1 completely protected by the First Amendment, and the Religious
2 Freedom Restoration Act of 1993.

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4 ISSUE NO. I

5 Armstrong's Claim: Scientology obtained Armstrong's
6 signature on the subject settlement document by duress.

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8 1 A. Armstrong was the target
9 of Scientology's "fair game"
10 acts from the time he left
11 Scientology until the time he
12 signed the settlement
13 agreement. These fair game
14 acts included, but are not
15 limited to: publishing
16 "Suppressive Persons
17 Declares," spying on him,
18 assault, filing false charges
19 with Los Angeles DA, filing
20 false charges with FBI,
21 attempted entrapment, illegal
22 videotaping, battery by a car
23 driven by a hired agent,
24 attempting to involve him in a
25 freeway "accident," filing
26 false declarations,
27 international dissemination of
28 publications falsely accusing
him of crimes ("black

1 A. Exhibit 1, Declaration of
Gerald Armstrong in Opposition
to Motions for Summary
Adjudication of 20th Cause of
Action; and 13th, 16th, 17th &
19th Causes of Action of
Second Amended Complaint,
Authenticating Deposition
Transcripts and Exhibits, 4:8-
6:19, Exhibit 1(G),
Declaration of Gerald
Armstrong in Opposition to
Scientology's Motion for
Preliminary Injunction,
executed March 16, 1992, and
Authenticating Exhibits, 4:26-
7:7; Exhibit 1(G)(C),
"Penalties for Lower
Conditions," Scientology
Policy Letter by L. Ron
Hubbard dated October 18,
1967; Exhibit 1(G)(L),

1 propaganda"), filing false
2 contempt of court charges
3 against him, disseminating
4 "confidential" statements made
5 in pastoral "counseling
6 sessions."

"Settlement Agreement" between
attorney Michael J. Flynn and
his clients in December, 1986,
at p. 4, (5); Exhibit 1(G)(M)
Letter from Phillip Rodriguez
dated November 7, 1984
purporting to authorize
eavesdropping on Gerry
Armstrong and Michael J.
Flynn; Exhibit 1(G)(N), Public
Announcement of Los Angeles
Police Chief Daryl Gates dated
April 23, 1985; Exhibit
1(G)(O), Letter from Los
Angeles County Deputy District
Attorney Robert N. Jorgenson
to Scientology officials dated
April 25, 1986; Exhibit 1(H),
Declaration of Gerald
Armstrong, executed January
13, 1994, and Authenticating
Exhibits, pp. 2,3, ¶¶ 5,6; p.
14, ¶ 15; Exhibit, 1(H)(R)(C)
"Freedom" published by
Scientology April/May, 1985;
Exhibit 1(H)CC), "Squirrels,"
Scientology Office of Special
Affairs Executive Directive
dated September 20, 1984;

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Exhibit 1(B), Declaration of
Gerald Armstrong, executed
December 25, 1990, and
Authenticating Exhibits, p. 1,
¶ 2; Exhibit 1(B)(O)
Declaration of Gerald
Armstrong, executed October
11, 1986, pp. 3-9, ¶¶ 3-8;
Exhibit 1(B)(P), Declaration
of Gerald Armstrong, executed
November 1, 1986, 2:2-3:3,
6:4-7:5, 7:25-11:12; Exhibit
pages to Ex. 1(B)(P) at 22:24-
26:8; Exhibit 1(I),
Declaration of Gerald
Armstrong Executed August 12,
1994, and Authenticating
Deposition Transcripts And
Exhibits, Exhibit 1(I)(AA),
Suppressive Person Declare
Gerry Armstrong" dated
February 18, 1982; Exhibit
1(I)(BB), "Suppressive Person
Declare Gerry Armstrong" dated
February 18, 1982, Revised
April 22, 1982; Exhibit 1(A),
Declaration of Gerald
Armstrong, executed March 15,
1990, and Authenticating

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Exhibits, p. 1, ¶ 1, Exhibit
1(A) (A), Memorandum of
Decision dated June 20, 1984
in Scientology v. Armstrong,
LA Superior Court No. C
420153, at 5:3-19; 7:9-12:9;
Appendix thereto, pp. 1-15;
Exhibit 1(C), Opinion of
California Court of Appeal
dated July 29, 1991, 283
Cal.Rptr. 917, at 920, 921,
925; Exhibit 1(A) (L),
Affidavit of Gerald Armstrong,
executed March 7, 1986, at p.
5, ¶ 6; Exhibit 1(E) (E),
Declaration of Gerald
Armstrong Regarding Alleged
"Taint" of Joseph A. Yanny
executed September 3, 1991 and
filed in Aznaran v.
Scientology, US District
Court, Central District of
California, Case No. CV 88-
1786 JMI, pp. 3-5, ¶¶ 13-16;
Scientology's Request for
Judicial Notice in Support of
its Motion for Summary
Adjudication of the 13th,
16th, 17th and 19th Causes of

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Action of Second Amended
Complaint, Exhibit 1(S)
Declaration of Gerald
Armstrong executed February
22, 1994 and filed in
Scientology v. Steven Fishman,
etc al., US District Court for
the Central District of
California, Case No. 91-6426
HLH (Tx), and exhibits
thereto; Scientology's
Evidence in Support of Motion
for Summary Adjudication of
the 20th Cause of Action of
Second Amended Complaint,
Exhibit 1(A), Mutual Release
of All Claims and Settlement
Agreement; Ex. 1(H), pp. 7,8,
¶ 12.

B. Armstrong's attorney
Michael Flynn was the target
of Scientology's fair game
from 1979 through the time of
the signing of the settlement
agreements. Fair game acts
against Flynn included, but
are not limited to,
infiltrating his office,

B. Exhibit 10, Second
Declaration of Gerald
Armstrong in Opposition to
Motion for Summary
Adjudication of 13th, 16th,
17th and 19th Causes of Action
of Scientology's Second
Amended Complaint executed
September 9, 1995, 8:18-9:14;

1 paying known criminals to
2 testify falsely against him,
3 suing him and his office some
4 fifteen times, framing him
5 with the forgery of a
6 \$2,000,000 check, and an
7 international "black
8 propaganda campaign."

Ex. 1, 6:20-7:7; Ex. 1(G),
9:6-24; Ex. 1(B), p. 1, ¶ 2,
pp. 3,4, ¶8, pp. 5,5, ¶11; Ex.
1(B)(O), pp. 60-74; Ex. 1(H),
pp. 8,9, ¶ 12; Exhibit 7,
Declaration of Jonathan Attack
in Opposition to Motions for
Summary Adjudication of 20th
Cause of Action; and 13th,
16th, 17th & 19th Causes of
Action of Second Amended
Complaint, and Authenticating
Exhibits, executed April 9,
1995, p. 4, ¶16; Ex. 1(G)(L),
pp. 4,5, (5); Ex. 1(G)(M); Ex.
1(G)(N); Ex. 1(G)(O), Ex.
1(H)(R)(C).

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19 C. Flynn told Armstrong that
20 if he didn't sign
21 Scientology's settlement
22 agreement he would be the
23 target of more fair game.

C. Ex. 1, 9:1-15; Ex. 1(G),
9:6-12; Ex. 1(B), pp. 3,4, ¶
8, p. 5, ¶ 11.

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25
26 D. Flynn told Armstrong that
27 the other some fifteen people
28 involved in the "global
settlement" would continue to

D. Ex. 1, pp. 8,9, ¶ 18; Ex.
1(G), 9:6-12, 10:21-11:28; Ex.
1(B), pp. 3,4, ¶ 8, p. 5, ¶
11.

1 be attacked by Scientology if
2 he didn't sign.

3

4 E. Flynn had another client
5 yell at Armstrong when
6 Armstrong objected to the
7 language of the "agreement."

E. Ex. 1(G), 9:15-19; Ex.
1(B), p. 4, ¶ 8.

8

9 ISSUE NO. II

10 Armstrong's Claim: Scientology obtained Armstrong signature
11 on the subject settlement document by fraud.

12 Armstrong incorporates herein his Disputed Fact and
13 Evidentiary Support No. 1, A-E, supra.

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1 98. Flynn advised Armstrong
2 prior to Armstrong's signing
3 the settlement agreement that
4 Scientology had promised that
5 in exchange for his signing
6 the agreement it was ceasing
7 all fair game activities and
8 all attacks against Armstrong,
9 and everyone else.

10
11 99. The settlement agreement
12 contains the following
13 language:

14 7 I. "...the "slate" is
15 wiped clean concerning past
16 actions by any party."

17 18. "(D) The parties
18 hereto and their respective
19 attorneys each agree not to
20 disclose the contents of this
21 executed Agreement. Nothing
22 herein shall be construed to
23 prevent any party hereto or
24 his respective attorney from
25 stating that this civil action
26 has been settled in its
27 entirety.

28 (E) The parties further
agree to forbear and refrain

98. Ex. 1, 9:1-15; Ex. 1(B),
p. 4, ¶9, p. 5, ¶11, pp. 17,
18, ¶¶ 27; Ex. 1(G), 9:25-
10:4, 11:15-17; Exhibit 1(S),
Ex parte application to
continue hearing on motions
for summary adjudication and
declaration thereto executed
April 7, 1995, 5:10-22.

99. Plaintiff's Evidence,
Exhibit 1A, Mutual Release of
All Claims and Settlement
Agreement, pp. 11, 15.

1 from doing any act or
2 exercising any right, whether
3 existing now or in the future,
4 which act or exercise is
5 inconsistent with this
6 Agreement."

7
8 100. Armstrong believed that
9 the above quoted clauses in
10 the settlement agreement
11 required that Scientology
12 forbear and refrain from
13 further acts of fair game
14 against him, and that
15 Scientology would not say or
16 publish anything about him,
17 other than that the case had
18 been settled in its entirety.

19
20 101. Indeed, Scientology
21 entity Author Services, Inc.'s
22 attorney Lawrence Heller, who
23 "was personally involved in
24 the [1986] settlements,"
25 stated in a declaration
26 executed November 1, 1989 in
27 support of Scientology's
28 motion to delay or prevent the
taking of certain third party

100. Ex. 1, 15:1-10; Ex. 1(G),
p. 12, ¶18.

101. Ex. 1(A)(D) Notice of
Motion and Motion by Defendant
Author Services, Inc to Delay
or Prevent the Taking of
Certain Third Party
Depositions by Plaintiff dated
November 1, 1989 in Corydon v.
Scientology, LASC No. C
694401, declaration of
Lawrence E. Heller, 8:27-9:16.

1 depositions, including
2 Armstrong's, that:
3 "The non-disclosure
4 obligations were a key part of
5 the settlement agreements
6 insisted upon by all parties
7 involved."

8
9 102. Attorney Heller repeated 102. Ex. 1(A)(D), 4:9-19.
10 this averment in the
11 memorandum of points and
12 authorities, stating:

13 "One of the key
14 ingredients to completing
15 these settlements, insisted
16 upon by all parties involved,
17 was strict confidentiality
18 respecting: (1) the
19 Scientology parishioner or
20 staff member's experiences
21 with the Church of
22 Scientology; (2) any knowledge
23 possessed by the Scientology
24 entities concerning those
25 staff members or
26 parishioners."

27
28 103. In his call to Armstrong
on November 20, 1989, Heller

103. Ex. 1(A), p. 21, ¶ 44;
Ex. 1(B), p. 6, ¶ 13, pp.

1 also stated that Scientology
2 had signed a non-disclosure
3 agreement as well and as far
4 as he knew had lived up to the
5 agreement. Armstrong listed
6 out for Heller statements made
7 by Scientology in violation of
8 the agreement.

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13 104. If Armstrong had known
14 that the meaning of the
15 settlement agreement was that
16 Scientology was free to attack
17 him or anyone else, that it
18 was going to continue fair
19 game as before, and that he
20 would be legally unable to
21 respond or defend himself or
22 anyone else, he would never,
23 for all the money in the
24 world, have signed the
25 document.

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105. Since Armstrong signed
the settlement agreement,
Scientology reneged on its

12,13, ¶19; Ex. 1(B)(L), Notes
of Gerald Armstrong of
telephone conversation with
Lawrence Heller on November
20, 1989; Ex. 1(B)(M),
Transcript of Gerald
Armstrong's side of telephone
conversation with Lawrence
Heller on November 20, 1989 p.
2.

104. Ex. 1, 15:1-10; Ex. 1(H),
p. 18, ¶17.

105. A. Ex. 1(A), pp. 7-9, ¶¶
15-19, p. 20, ¶ 43; Ex.
1(A)(E), Excerpts from 1987

1 promise and continued its fair
2 game attacks on him. These
3 fair game attacks after
4 December, 1986, but prior to
5 any acts by Armstrong, which
6 Scientology alleges are
7 breaches of the agreement,
8 include, but are not limited
9 to:

10 A. Delivering "dead
11 agent documents," on him to
12 various media representatives.

13
14 B. Publishing its own
15 false descriptions of his
16 Scientology experiences.

17
18 C. Disseminating to the
19 media an edited, misleading
20 and defamatory version of a
21 secret and illegal videotape
22 its agents made of him.

23
24 D. Disseminating his
25 own documents which
26 Scientology itself had
27 requested be sealed.

28

Scientology "Dead Agent"
document.

B. Ex. 1, 10:12-24; Ex.
1(A), pp. 7-9, ¶¶ 15-19; Ex.
1(A)(E).

C. Ex. 1(A), p. 20, ¶ 43;
Ex. 1(A)(N), Business card of
Eugene M. Ingram on copy face
of videocassette; Ex. 1(G),
14:24-15:3.

D. Ex. 1(A), pp. 10-12; Ex.
1(A)(F), First Affidavit of
Kenneth Long executed October
5, 1987 and filed in
Scientology v. Miller &
Penguin Books, High Court of

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Justice, London, England, Case No. 1987 C 6140, pp. 2-14, ¶¶ 2-26, and all exhibits thereto.

E. Filing affidavits about him in a civil lawsuit in England which falsely asserted, inter alia, that he violated court orders and was an admitted agent provocateur of the US Government.

E. Ex. 1(A), pp.9-18, ¶¶ 21-39; Ex. 1(A)(F), p. 2-14, ¶¶ 2-26; Ex. 1(A)(G), Second Affidavit of Kenneth Long executed October 5, 1987 and filed in Miller, p. 2-17, ¶¶ 3-32; Ex. 1(A)(H), Third Affidavit of Kenneth Long executed October 5, 1987 and filed in Miller, p. 2, ¶ 3, p. 4, ¶¶ 8,9; Ex. 1(A)(I), First Affidavit of Sheila Chaleff executed October 5, 1987 and filed in Miller, p. 3, ¶ 7; Ex. 1(A)(J), Fourth Affidavit of Kenneth Long executed October 7, 1987 and filed in Miller, p. 2-8, ¶¶ 2-16; Ex. 1(A)(K), Fifth Affidavit of Kenneth Long executed October 8, 1987 and filed in Miller, p. 2-7, ¶¶ 3-15.

F. Threatening him with

F. Ex. 1(A), p. 9, ¶ 20.

1 being sued if he even talked
2 to attorneys in the case in
3 which the false charges were
4 being made about him.

5
6 G. Threatening to
7 expose a private writing if he
8 did not assist Scientology's
9 effort to prevent a civil
10 litigant, Bent Corydon from
11 obtaining access to the
12 Armstrong case file.

13
14 H. Threatening him with
15 being sued if he testified
16 about his Scientology
17 experiences even pursuant to a
18 subpoena.

G. Ex. 1(A), p. 18, ¶ 40.

H. Ex. 1, 11:2-11; Ex. 1(A),
pp. 2,3, ¶4, pp. 3,4, ¶¶ 7,8,
pp. 7-9, ¶¶ 15-19; pp. 20,21,
¶44; Ex. 1(B), pp. 9,10, ¶ 16;
pp. 11-13, ¶¶ 18, 19; Ex.
1(B)(J), Notes of Gerald
Armstrong of telephone
conversation with Lawrence
Heller on October 23, 1989;
Ex. 1(B)(K), Notes of Gerald
Armstrong of telephone
conversation with Lawrence
Heller on October 25, 1989;
Ex. 1(B)(L); Ex. 1(B)(M); Ex.
1(H), p. 11, ¶ 14.

1 I. Threatening him with
2 being sued for being in court
3 to attend a hearing concerning
4 his own deposition.

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7 106. The first thing Armstrong
8 did in response to
9 Scientology's post-settlement
10 fair game attacks was to file
11 two petitions in the
12 California Court of Appeal to
13 be able to respond in the then
14 pending appeal Scientology had
15 taken from the 1984 decision
16 in the Armstrong case, and the
17 appeal Scientology had taken
18 from the unsealing by Bent
19 Corydon of the Armstrong court
20 file. Over Scientology's
21 objections, the Court of
22 Appeal granted his petitions.
23 The Court also unsealed the
24 subject settlement agreement,
25 which Armstrong had filed as a
26 "sealed exhibit" to his
27 petitions.

28
107. From the time Armstrong

I. Ex. 1(A), p. 23, ¶ 51;
Ex. 1(B), pp. 11, 12, ¶18, Ex.
1(B)H, Declaration of Gerald
Armstrong, executed March 26,
1990.

106. Ex. 1, 11:11-20; Ex.
1(A), pp. 23,24, ¶¶ 52-54; Ex.
1(A)(P), Respondents's
Petition for Permission to
File Response and for an
Extension of Time to File
Response filed in the
California Court of Appeal
February 28, 1990 in
Scientology v. Armstrong, Case
No. B025920; Ex. 1(A) and all
Exhibits thereto; Ex. 1(A)(Q),
Defendants's Petition for
Permission to File Response
and for Time to File filed in
the California Court of Appeal
March 1, 1990 in Scientology
v. Armstrong, Case No.
B038975; Ex. 1(B), and all
Exhibits thereto; Ex. 1(G),
15:25-16:4.

107. A. a. Ex. 1, p. 20, ¶ 40-

1 petitioned the Court of
2 Appeal, Scientology has
3 continued its fair game
4 attacks on him without
5 ceasing. These fair game
6 attacks include, but are not
7 limited to:

8 A. Disseminating to the
9 media "dead agent packs" of
10 "black propaganda" on him
11 which provide Scientology's
12 false version of Armstrong's
13 experiences and include at
14 least the following lies:

15 a. that Armstrong
16 testified falsely at trial in
17 1984;

18
19 b. that he "has adopted
20 a degraded life-style;"

21
22 c. that he was
23 "apparently naked" in a
24 newspaper photo;

25
26 d. that he is connected
27 to Cult Awareness Network
28 described as "a referral
agency for those who engage in

A, Exhibit O, Set of Bates-
stamped Scientology
publications, known as "dead
agent documents" concerning
Gerald Armstrong and Judge
Paul G. Breckenridge, Jr.,
produced by Scientology
herein, and authenticated by
Scientology representative
Lynn R. Farny, at Bates
stamped pages 200048, 200054;
200191; 200196.

b. Ex. 1(O), 200049; 200191.

c. Ex. 1(O), 200049, 200191.

d. Ex. 1(O), 200049; 200191.

1 the illegal activity of
2 kidnapping adults for the
3 purpose of forcibly persuading
4 them to abandon their
5 religious beliefs;"

6
7 e. that Armstrong's
8 defense at his 1984 trial "was
9 a sham and a fraud;"

10

11 f. that the LAPD
12 "authorized [Scientology's]
13 videotapes of Armstrong;

14

15 g. that Armstrong
16 wanted to plant fabricated
17 documents in Scientology files
18 and tell the IRS to
19 conduct a raid;

20

21 h. that he wanted to
22 plunder Scientology for his
23 own financial gain;

24

25 i. that he never
26 intended to stick to the terms
27 of the settlement agreement;

28

j. that Armstrong's

e. Ex. 1(O), 200049, 200050;
200192; 200359.

f. Ex. 1(O), 200050; 200192;
200360.

g. Ex. 1(O), 200050-200052;
200360; 200361; 200669.

h. Ex. 1(O), 200051; 200193.

i. Ex. 1(O), 200053; 200196;
200362.

j. Ex. 1(O), 200054; 200196.

1 motives in writing attorney
2 Eric Lieberman regarding the
3 Nothing case were money and
4 power;

5
6 k. that he was
7 incompetent as a researcher on
8 the Hubbard biography project;

9
10 l. that he wanted to
11 orchestrate a coup in which
12 members of the US Government
13 would wrest control of
14 Scientology.

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16
17 B. Using transcripts
18 and other documents to attack
19 Armstrong which Scientology
20 itself has insisted be sealed.

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26 C. Publishing "black
27 propaganda" on Armstrong
28 without stating its source
which provide Scientology's

k. Ex. 1(O), 200054; 200196;
200367.

l. Ex. 1(O), 200052; 200194.

B. Ex. 1(O), 200072-200094;
200096-200013; 200670; 200054
("section 11"); 200055
("section 13"); 200196
("section 11"); 200670 ("(See
letter, page 31)"); 200361
("Section 2"); 200368
("Section 19").

C.a. Exhibit 1(L), Scientology
publication entitled
"FACTNet" - Perversions,
Criminality and

1 E. Church of
2 Scientology International
3 President Heber Jentzsch on
4 August 5, 1993 wrote a letter
5 to E! Television in which he
6 stated that Armstrong "has no
7 relation to art or
8 artists...except, of course,
9 for the photo of himself,
10 nude, hugging the globe;"
11

12 F. Scientology agent
13 Eugene Ingram spread the rumor
14 that Armstrong has AIDS;
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28 G. Scientology agent
Garry Scarff was briefed by

E. Exhibit 1(U), Letter from
Church of Scientology
International President Heber
Jentzsch to E! Television
dated August 5, 1993.

F. Ex. 1, 23:20-23, Exhibit
10, Second Declaration of
Gerald Armstrong in Opposition
to Motion for Summary
Adjudication of 13th, 16th,
17th & 19th Causes of Action
of Second Amended Complaint,
executed September 9, 1995,
10:1-6, 11:13-25; Exhibit
10(A), Videotape taken by
Eugene Ingram of Gerald
Armstrong at November, 1992
Cult Awareness Convention,
produced by Scientology herein
(lodged separately).

G. Exhibit 1(K), Declaration
of Garry L. Scarff, executed

1 Ingram to expand on the "fuck
2 buddy" relationship between
3 attorney Ford Greene and
4 Armstrong;

5
6 H. Filing declarations
7 in various courts containing
8 false charges, and then using
9 the settlement agreement to
10 prevent him from responding or
11 punish him for responding;

February 11, 1993 and filed
herein in opposition to order
to show cause re contempt, at
4:6-10, 5:10-12;

H. Exhibit 1(P), Declaration
of David Miscavige, executed
February 8, 1994 and filed in
Scientology v. Steven Fishman,
supra, 31:22-32:14;
Scientology's Request for
Kudicial Notice, Exhibit A,
second amended complaint, 19th
cause of action, at 25:16-
26:18; Scientology's motion
for summary adjudication of
13th, 16th, 17th & 19th causes
of action, at 9:9-10:4;
Exhibit 1(E)(C), Scientology's
Supplemental Memorandum in
Support of Defendant's Motion
to Dismiss Complaint with
Prejudice, filed August 26,
1991 in Aznaran, supra, at
5:11-6:12, and declaration of
Lynn R. Farny appended
thereto, at pp 39-41;
Scientology's evidence in
support of motion for summary

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I. Attempting to have
Armstrong jailed for contempt
of court based on
mischaracterization of his
actions and manufactured
actions;

adjudication, Exhibit 1J,
declaration of Gerald
Armstrong executed September
3, 1991, and filed in Aznaran.

I. Ex. 1(H) (DD),
Scientology's Ex parte
Application for Order to Show
Cause Why Gerald Armstrong
Should Note Be Held in
Contempt, filed herein
December 31, 1992; Exhibit
1(J) Declaration of Gerald
Armstrong in Opposition to
Motions for Summary
Adjudication Fourth, Sixth and
Eleventh Causes of Action of
Second Amended Complaint,
Authenticating Exhibits, 7:20-
8:12; Ex. 1(J) (L); Exhibit
1(J) (M), "Why Thetans Mock
Up," Scientology Bulletin by
L. Ron Hubbard dated October
1, 1969, Bates stamped p.
700576; Plaintiff's Evidence,
Exhibit 1EEEE, declaration of
Gerald Armstrong, executed
February 2, 1993.

1 J. Providing
2 documentation to Premiere
3 magazine about Armstrong,
4 including partial transcripts
5 of the illegal Ingram
6 videotaping of Armstrong and
7 then using the settlement
8 agreement to punish Armstrong
9 for responding;

10

11 K. Providing a press
12 release to the Marin
13 Independent Journal concerning
14 the Court's ruling of January
15 27, 1995, which discusses
16 Armstrong's Scientology
17 experiences and contains the
18 false statement that he
19 "promised [in the settlement
20 agreement] to refrain from
21 spreading falsehoods about
22 [Scientology];" and then using
23 the settlement agreement to
24 punish Armstrong for
25 responding;

26

27 L. Secretly videotaping
28 him.

J. Exhibit 1(Q), Article
"Catch a Rising Star," by John
H. Richardson in Premiere,
September, 1993, p. 88;
Scientology's motion for
summary adjudication, at 8:18;
Scientology's evidence,
Exhibit 1GGG, letter from
Gerald Armstrong to Premiere.

K. Exhibit 1(T), Scientology
press release from Nancy
O'Meara and Andrew H. Wilson
regarding January 27, 1995
ruling by Judge Gary W. Thomas
granting summary adjudication;
Scientology's motion for
summary adjudication, at
14:22-15:5; Scientology's
evidence, Exhibit 1IIII,
letter from Gerald Armstrong
to Nancy O'Meara.

L. Ex. 1(E)(E), pp. 29-33,
Letters of August 21 and
August 22, 1991 to Scientology

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108. Scientology has also continued to carry out fair game against its other perceived enemies, many of them Armstrong's friends and associates who include Ford Greene, Hana Whitfield, Dennis Erlich, Lawrence Wollersheim, Jonathan Atack, Margery Wakefield, Nancy McLean and Malcolm Nothling.

attorney Eric Lieberman.

108. Ex. 1, 24:5-24; Ex. 10, 11:5-12:7; Ex. 9, 1:18-5:21; Ex. 9(B), in toto; Ex. 2, 1:12-27, 8:20-26, 6:21-12:18; Ex.2(A), 8:5-29:17, 38:4-41:7; Exhibit 3, Declaration of Dennis Erlich in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 6, 1995, 3:9-19; Exhibit 4, Declaration of Margery Wakefield in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 7, 1995, 3:25-3:17; Exhibit 4(B), Scientology's Motion for Order to Show Cause Why Plaintiff Should Not Be Held in Criminal

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Contempt, filed February, 1993
in Wakefield v. Scientology,
US District Court for the
Middle District of Florida,
Case no. 82-1313-Civ-T-10;
Exhibit 5, Declaration of
Keith Scott in Opposition to
Motions for Summary
Adjudication of 20th Cause of
Action; and 13th, 16th, 17th &
19th Causes of Action of
Second Amended Complaint,
executed April 5, 1995,
3:6:15; Exhibit 6, Declaration
of Malcolm Nothling in
Opposition to Motions for
Summary Adjudication of 20th
Cause of Action; and 13th,
16th, 17th & 19th Causes of
Action of Second Amended
Complaint, and Authenticating
Exhibits, executed April 2,
1995, 2:6-11, 2:17-21; Exhibit
6(A), Sworn Statement, pp 1,2,
¶¶ 3-7; Ex. 7, pp. 1-3, ¶¶ 6-
12, p. 4, ¶ 16; Exhibit 7, §
"General Report on Scientology
- Declaration of Jonathan
Caven-Atack," p. 1, ¶2, pp.

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12-16, ¶¶68-90; Exhibit 7(A)
Booklet "Total Freedom Trap:
Scientology, Dianetics and L.
Ron Hubbard, by Jon Atack,
Theta Communications, Ltd.,
1992, pp. 18,19, 28; Exhibit
7(B), Scientology Booklet
"Anatomy of a Propagandist"
Theta Communications
International, undated. pp. 1-
end; Exhibit 8, Declaration of
Nancy McLean in Opposition to
Motions for Summary
Adjudication of 20th Cause of
Action; and 13th, 16th, 17th &
19th Causes of Action of
Second Amended Complaint, and
Authenticating Exhibits,
executed April 5, 1995, 1:17-
3:6; Ex.1(L), pp. 1-5; Ex.
1(M), pp. 1-3.

ISSUE NO. III

Armstrong's Claim: The settlement agreement is unfair,
unreasonable, unconscionable and cannot be specifically performed.

Armstrong incorporates herein his Disputed Facts, Additional
Facts and Evidentiary Support Nos. 1A-E, 98-108, supra.

1 109. Scientology's
2 interpretation of the
3 settlement agreement is that
4 it can say whatever it wants
5 to anyone in any form at any
6 time about Armstrong and that
7 he has no right to respond.

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110. Armstrong has been "fair
game" since 1982.

109. Ex. 1, 15:1-3; Ex.
1(B)(F), Declaration of
Lawrence Heller executed March
27, 1989 and filed in Corydon,
supra., 34:26-35-13;
Scientology's motions for
summary adjudication of 20th
cause of action, and 13th,
16th, 17th and 19th causes of
action of second amended
complaint filed herein.

110. Ex. 1(A)(A), 5:3-19; 7:9-
12:9; Ex. 1(A)(A) Appendix,
13:4-15:3; Ex. 1(B), pp. 17,
18, ¶ 27; Ex. 1(C), at 920,
921, 925; Exhibit 1(I)(U),
Deposition testimony herein
July 11 and July 26, 1994 of
Lynn Farny ("Farny") Secretary
and corporate representative
of plaintiff CSI, at 250:24-
251:6; Ex. 1(I)(AA); Ex.
1(I)(BB); Ex. 1(I)(CC),
"Suppressive Persons and
Suppressive Groups List, Flag
Executive Directive" dated
July 25, 1992, (alphabetical
list). Armstrong specifically

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111. Armstrong's cross-complaint against Scientology for fraud and years of fair game attacks was set in December, 1986 to go to trial in March, 1987.

112. Armstrong agreed, in exchange for monetary payment, Scientology's cessation of fair game against him and others and its release of him from all acts and claims, to dismiss his cross-complaint and release Scientology for all its acts and claims up to the date of settlement.

Nowhere in the agreement does it state that Armstrong released Scientology from future acts, that Scientology may say or publish whatever it wants about him, nor that he

repeats and includes herein his evidence in additional facts Nos. 105 and 107, supra.

111. Ex. 1(A) p. ¶ 1; Ex. 1(A)(A), 12:10-16; Exhibit 1(A)(B) Opinion of California Court of Appeal dated December 18, 1986 in Scientology v. Armstrong, Case No. B005912, at 13; Ex. 1(G), 11:7-10; Ex. 1(H), p. 18, ¶17.

112. Plaintiff's Evidence, Exhibit A, p. 1-6, ¶¶ 1-6C; Ex. 1, 9:1-25; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(A)(D), declaration of Lawrence E. Heller, 8:27-9:16; Ex. 1(G), 9:25-10:4, 11:15-17; Ex. 1(S), and declaration thereto, 5:10-22.

1 waived any right to respond to
2 any such statement.

3

4 113. The settlement agreement,
5 however, specifically states
6 that Armstrong waived his
7 right to respond in any appeal
8 Scientology might take from
9 the 1984 decision in his case
10 by Judge Breckenridge.

11

12 114. In spite of that specific
13 waiver, the Court of Appeal
14 granted Armstrong's petition
15 to respond, which was based in
16 part on his assertion that
17 being held by contract from
18 not responding worked a fraud
19 upon the Court.

20

21 115. The Court of Appeal also
22 granted Armstrong's petition
23 to respond in the appeal
24 Scientology had taken from the
25 unsealing of the Armstrong
26 court file, which petition was
27 based in part on his assertion
28 that being held by contract
from not responding worked a

113. Plaintiff's Evidence,
Exhibit A, pp. 4,5, ¶¶ 4A, 4B.

114. Ex. 1(A)(P).

115. Ex. 1(A)(Q); Ex. B, and
all exhibits thereto; Ex. C.

1 fraud upon the Court, and on
2 the acts of fair game
3 perpetrated against him by
4 Scientology after the 1986
5 settlement.

6
7 116. Flynn advised Armstrong
8 that what Scientology was
9 paying him for in the
10 settlement was his dismissal
11 of his cross-complaint and his
12 release of Scientology for all
13 its prior acts.

14
15 117. Armstrong never agreed
16 to permit Scientology to
17 continue fair game, to be
18 himself a punching bag, or a
19 willing victim, to be a tool
20 of Scientology's obstruction
21 of justice or its suppression
22 of our brothers; and would
23 never agree to such a
24 condition for any amount of
25 money.

26
27 118. Other people who
28 understand Scientology's fair
game philosophy and practices

116. Ex. 1(B), p. 3, ¶7;
Plaintiff's Evidence, Exhibit
A, ¶¶ 1,4,5,6,8; Ex. 1(G),
8:28-9:5.

117. Ex. 1, 14:28-15:10; Ex.
1(A), p. 7, ¶ 14, p. 22, ¶ 46;
Ex. 1(B), pp. 17, 18, ¶27; Ex.
1(H), p. 18, ¶ 17.

118. Ex. 9, 4:4-5:13; Ex. 2,
17:13-26; Ex. 3, 3:20-4:8; Ex.
4, 3:9-17; Ex. 5, 1:21-3; Ex.

1 also view Scientology's
2 interpretation of the
3 settlement agreement
4 unconscionable.

6, 1:23-4:6; Ex, p. 3, ¶¶ 12-
16.

5
6 119. Nancy McLean and Margery
7 Wakefield, view the way
8 Scientology is using the
9 settlement agreements as so
10 unconscionable that they have
11 risked court orders and prison
12 to continue to speak out
13 against Scientology's
14 antisocial practices.

119. Ex. 1, 24:5-24; Ex. 4,
2:25-17; Ex. 4(B); Ex. 8,
2:22-25.

15
16 120. On December 23, 1991, at
17 the hearing of a motion
18 brought by Scientology in the
19 original Armstrong case to
20 enforce the settlement
21 agreement, Los Angeles
22 Superior Court Judge Bruce R.
23 Geernaert, stated regarding
24 the agreement:

120. Exhibit 1(Y), Partial
transcript of proceedings,
December 23, 1991, in
Scientology v. Armstrong, Los
Angeles Superior Court No. C
420153, at 52:5:19.

25 "So my belief is Judge
26 Breckenridge, being a very
27 careful judge....if he had
28 been presented that whole
agreement and if he had been

1 asked to order its
2 performance, he would have dug
3 his feet in because that is
4 one I'll say one of the
5 most ambiguous, one-sided
6 agreements I have ever read.
7 And I would not have ordered
8 the enforcement of hardly any
9 of the terms if I had been
10 asked to, even on the threat
11 that, okay the case is not
12 settled. ¶ I know we like to
13 settle cases. But we don't
14 like to settle cases and, in
15 effect, prostrate the court
16 system into making an order
17 which is not fair or in the
18 public interest."

19
20 121. On February 19, 1992,
21 fifteen days after Scientology
22 filed the instant case,
23 Armstrong's attorney Ford
24 Greene wrote to Scientology
25 attorney Laurie Bartilson and
26 requested that Scientology
27 release Armstrong's attorneys
28 Michael Flynn, Bruce Bunch and
Julia Dragojevic from any

121. Exhibit 1(V), Letter from
Ford Greene to Laurie
Bartilson dated February 19,
1992.

1 contract by Scientology which
2 prohibited them from providing
3 Armstrong with a declaration
4 or otherwise assisting him in
5 this case.

6
7 122. On February 24, 1992,
8 Greene wrote to Bartilson and
9 requested that Scientology
10 release other settling
11 parties, specifically, Nancy
12 Dincalci, Kima Douglas,
13 Michael Douglas, Robert
14 Dardano, Warren Friske,
15 William Franks, Laurel
16 Sullivan, Edward Walters,
17 Howard Schomer, Martin
18 Samuels, Julie Christopherson,
19 Nancy McLean, Tonja Burden,
20 Gabe Cazares and Margery
21 Wakefield, from any contract
22 by Scientology which
23 prohibited them from providing
24 Armstrong with a declaration
25 or otherwise assisting him in
26 this case.

27
28 123. On March 3, 1992
Bartilson wrote to Greene,

122. Exhibit 1(W), Letter from
Ford Greene to Laurie
Bartilson dated February 24,
1992.

123. Exhibit 1(X), Letter from
Laurie Bartilson to Ford

1 refusing to release
2 Armstrong's attorneys or other
3 settling parties. Scientology
4 has refused throughout this
5 litigation to release either
6 Armstrong's attorneys or the
7 settling parties from any
8 contracts by which they are
9 prohibited from assisting
10 Armstrong.

Greene dated March 2, 1992.

11
12 124. Flynn recently told
13 Armstrong that if he were free
14 to do so he would testify
15 that:

124. Ex. 1(S), 4:26-6:23.

16 Scientology prior to and
17 during the time he was
18 involved in litigation used
19 the legal system and force
20 against perceived critics and
21 targeted "enemies" to
22 eliminate ideas antithetical
23 to its own; that this went
24 under the heading "fair game,"
25 and included the concepts of
26 "attack the attacker," and
27 "black propaganda;" that
28 Scientology swore to give up
these practices and begged for

1 a settlement as a means of
2 obtaining an opportunity to
3 prove that it had given up
4 these practices; that, but for
5 Scientology's promise that it
6 was giving up all fair game
7 practices, he would never have
8 agreed to sign, nor had
9 Armstrong or any other client
10 agree to sign, Scientology's
11 settlement documents; that the
12 depth of his and Armstrong's
13 principles and extent of
14 dedication to the truth is
15 manifested by the successful
16 litigation of the case
17 Scientology v. Armstrong, Los
18 Angeles Superior Court No. C
19 420153; that intrinsic to the
20 agreement was the recognition
21 that the Armstrong cross-
22 complaint was about to go to
23 trial, that Scientology had
24 substantial liability therein,
25 and that there had been a
26 verdict of \$30,000,000 against
27 Scientology in the case of
28 Wollersheim v. Scientology,
also in LA Superior Court

1 within less than five months
2 of the December, 1986
3 settlement; that he was the
4 subject of fair game from 1979
5 through 1986, had been sued
6 fifteen times by Scientology,
7 had been harassed
8 unmercifully, framed,
9 threatened, his marriage
10 ruined and his family and
11 career threatened, and that he
12 was desperate to get out of
13 the fair game threat; that
14 there were no negotiations
15 concerning the liquidated
16 damages condition of the
17 settlement agreement; that
18 there were no negotiations
19 involving Armstrong; that he
20 believed that, despite
21 Scientology's refusal to not
22 include the condition, it was
23 and is unenforceable, and told
24 Armstrong so at the time; that
25 there is no reasonable
26 relationship between
27 Scientology's actual damages
28 and the liquidated damages;
that the bargaining power of

1 the parties was completely
2 lopsided in Scientology's
3 favor; that there was supposed
4 to be a "clean slate," after
5 the settlement; and, that if
6 Scientology published anything
7 about Armstrong after the
8 settlement Armstrong was not
9 prohibited from responding to
10 such post-settlement
11 statements.

12
13 125. On April 6, 1995,
14 Armstrong applied to Judge
15 Gary W. Thomas ex parte for an
16 order releasing Flynn from the
17 contract by which Scientology
18 prohibited him from helping
19 Armstrong. Scientology opposed
20 Armstrong's application and
21 Judge Thomas denied it.

125. Ex. 1(S).

22
23 ISSUE IV

24 Armstrong's Claim: Scientology's hands are unclean in this
25 transaction and Scientology is therefore barred from obtaining the
26 relief it seeks.

27 Armstrong incorporates herein his Disputed Facts, Additional
28 Facts and Evidentiary Support Nos. 1A-E, 98-125, supra.

1 126. In his decision after the
2 1984 trial in the Armstrong
3 case Judge Breckenridge ruled
4 that Scientology did not have
5 "clean hands," with respect to
6 Armstrong as a result of its
7 "suppressive person" declares
8 and the fair game actions
9 which followed.

126. Ex. 1(A), 1:25-28.

10
11 127. This decision was
12 affirmed in its totality by
13 the Court of Appeal in 1991,
14 which also noted that the
15 "declares" subjected Armstrong
16 to, the "Fair Game Doctrine,"
17 "which permits a suppressive
18 person to be "tricked, sued or
19 lied to or destroyed...[or]
20 deprived of property or
21 injured by any means by any
22 Scientologist."

127. Ex. 1(C).

23
24 128. Following the
25 Breckenridge decision,
26 Scientology continued to
27 subject Armstrong to fair
28 game.

128. Ex. 1, 5:5-6:19; Ex.
1(G), 6:13-7:7; Ex. 1(G)(M);
Ex. 1(G)(N); Ex. 1(G)(O); Ex.
1(B), p. 1, ¶ 2; Ex. 1(B)(O),
3:15-8:16; Ex. 1(B)(P), 6:4-
11:12.

1 129. Scientology subjected
2 Armstrong's attorney Michael
3 Flynn to fair game.

129. Ex. 1, 6:20-7:7; Ex.
1(G), 9:6-24; Ex. 1(B), p. 1,
¶ 2, pp. 3,4,5 ¶8, ¶11; Ex.
1(B)(O), pp. 60-74; Ex. 1(H),
pp. 8,9, ¶ 12; Exhibit 7, p.
4, ¶16; Ex. 1(G)(L), pp. 4,5,
(5); Ex. 1(G)(M); Ex. 1(G)(N);
Ex. 1(G)(O).

10 130. Scientology promised to
11 discontinue fair game against
12 Armstrong and others as an
13 inducement for settlement;
14 then reneged on that promise
15 and have continued fair game
16 against Armstrong since the
17 settlement.

130. Ex. 1, 9:1-15; Ex. 1(B),
p. 4, ¶9, p. 5, ¶11, pp. 17,
18, ¶¶ 27; Ex. 1(G), 9:25-
10:4, 11:15-17; Exhibit 1(S),
5:10-22. Armstrong
specifically repeats and
includes herein his evidence
in additional facts Nos. 105
and 107, supra.

20 131. Prior to Armstrong
21 speaking publicly about his
22 experiences in Scientology,
23 Scientology engaged him in
24 public controversy by
25 publishing and disseminating
26 its own versions of his
27 experiences, and has continued
28 thereafter to publish and
disseminate its versions of

131. Armstrong specifically
repeats and includes herein
his evidence in additional
facts Nos. 105 and 107, supra.

1 his experiences.

2

3

4 ISSUE V

5 Armstrong's Claim: The settlement agreement and Scientology's
6 enforcement thereof are obstructive of justice.

7 Armstrong incorporates herein his Disputed Facts, Additional
8 Facts and Evidentiary Support Nos. 1A-E, 98-131, supra.

9

10 132. Scientology claims that
11 by the settlement it was free
12 to comment upon Armstrong's
13 statements, and that Armstrong
14 could not respond to
15 Scientology's post-settlement
16 comments.

132. Ex. 1, 15:1-3; Ex.
1(B)(F), 34:26-35-13;
Scientology's motions for
summary adjudication of 20th
cause of action, and 13th,
16th, 17th and 19th causes of
action of second amended
complaint filed herein.

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19 133. Scientology characterized
20 Armstrong's statements, which
21 it claims it is free to
22 comment on, as "often bizarre
23 allegations."

133. Ex. 1(B)(E),
Scientology's Opposition of
Defendants to Motion for an
Order Directing Non-
Interference with Witnesses
and Disqualification of
Counsel, filed March 27, 1990
in Corydon, supra, 14:25-15:1.

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28 134. Lawrence Heller testified
that "[a]t the time of the

134. Ex. 1(B)(F), 35:2-4.

1 Armstrong settlement,
2 information from Mr. Armstrong
3 was being used in a number of
4 cases around the world."

5
6 135. Scientology staff member
7 Kenneth Long stated in a
8 declaration executed January
9 19, 1995 that prior to
10 December, 1986, Armstrong had
11 testified in 15 cases a total
12 of 28 trial days, had been
13 deposed for 19 days, and had
14 executed 28 declarations in 15
15 cases all of which concerned
16 Scientology and its related
17 entities.

18
19 136. In the same declaration
20 Long describes Armstrong as,
21 inter alia, "an anti-Church
22 litigant and a professional
23 witness against the Church in
24 other litigation" and "a
25 paralegal who worked
26 extensively on anti-Church
27 cases."

28
137. In Armstrong's expert

135. Exhibit 1(BB),
Declaration of Kenneth D. Long
in support of plaintiff's
reply in support of motion for
summary adjudication of the
fourth, sixth and eleventh
causes of action of
plaintiff's second amended
complaint, filed herein
January 20 1995, 1:24-28.

136. Ex. 1(BB), 1:20:22.

137. Ex. 1, 15:10-20.

1 opinion, "[t]he whole set of
2 "settlement agreements," which
3 are commonly known as the
4 "Flynn agreements," are unfair
5 to anyone who litigates either
6 as a defendant or plaintiff
7 against Scientology, since
8 these agreements remove
9 knowledgeable witnesses from
10 the legal arena and drive up
11 litigation costs. The
12 "agreements" are also unfair
13 to the public because they
14 allow Scientology's leaders to
15 rewrite history, lie about
16 judicially credited
17 information, attack the
18 sources of that information
19 without response, and convey
20 the idea that it is futile to
21 speak the truth or oppose
22 their tyranny. These
23 "agreements" obstruct
24 justice."

25
26 ISSUE VI

27 Armstrong's Claim: All of Armstrong's experiences concerning
28 which Scientology seeks to silence him are religious in nature and
the silencing of the expression of such experiences by court order

1 is completely barred by the First Amendment to the United States
2 Constitution.

3 Armstrong incorporates herein his Disputed Facts, Additional
4 Facts and Evidentiary Support Nos. 1A-E, 98-137, supra.

5
6 138. Scientology claims to be
7 a religion.

138. Plaintiff's Evidence:
Request for Judicial Notice,
Exhibit A, face. All papers
filed by Scientology herein.

8
9
10
11 139. Scientology claims in its
12 By-Laws to be "an association
13 of persons having incorporated
14 exclusively for religious
15 purposes under the laws of the
16 State of California as the
17 same relate to Nonprofit
18 Religious Corporations."

139. Exhibit 1(CC), Revised
By-Laws of Church of
Scientology International. p.
1, preamble.

19
20 140. In its By-Laws
21 Scientology defines "Religion
22 of Scientology" and
23 "Scientology" as "the
24 religious doctrines, beliefs,
25 tenets, practices, applied
26 religious philosophy and
27 technology for its application
28 as developed by L. Ron Hubbard
and as the same may hereafter

140. Ex. 1(CC), p. 3, ¶ c.

1 be developed by L. Ron
2 Hubbard."

3

4 141. In its By-Laws
5 Scientology defines

141. Ex. 1(CC), p. 3, ¶ d.

6 "Scriptures" as "the writings
7 and recorded spoken words of
8 L. Ron Hubbard with respect to
9 Scientology and organizations
10 formed for the purposes
11 thereof."

12

13 142. Scientology's By-Laws
14 state that the purposes of "a
15 Church of Scientology:" "The
16 corporation shall espouse,
17 present, propagate, practice,
18 ensure and maintain the purity
19 and integrity of, the religion
20 of Scientology, as the same
21 has been developed and may
22 further be developed by L. Ron
23 Hubbard."

142. Ex. 1(CC), p. 4, Article
III.

24

25 143. Scientology's By-Laws
26 state that the purposes of its
27 "religious orders" shall be
28 the carrying out of the
religious and administrative

143. Ex. 1(CC), p. 28, § 3.

1 activities of [Scientology],"
2 the "supervision of
3 ecclesiastical affairs of
4 other churches of
5 Scientology."

6
7 144. Armstrong was a member of 144. Ex. 1, 27:23-27.
8 Scientology's "religious
9 order," the Sea Organization,
10 members of which sign a
11 billion year contract, from
12 1971 through 1981, the period
13 of almost all of his
14 significant experiences about
15 which Scientology seeks to
16 silence him.

17
18 145. Armstrong believes that 145. Ex. 1, 27:10-13.
19 his experiences in Scientology
20 are religious, indeed sacred,
21 because they were created and
22 motivated by God for His
23 Glory.

24
25 146. Armstrong believes that 146. Ex. 1, 2:28-3:23.
26 through God's Grace and Wisdom
27 he came to see that the faith
28 he put in Hubbard, and in his
philosophy, mental "science"

1 and organizational policies,
2 throughout his Scientology
3 years was misplaced. He came
4 to see that despite that
5 misplaced faith, God never
6 deserted him, that God was
7 with him, keeping him safe
8 every moment. Armstrong
9 believes that throughout his
10 Scientology years, through
11 abuse, danger, and betrayal,
12 He kept his heart from being
13 hardened beyond salvation.
14 Armstrong believes that God
15 kept him from being completely
16 taken over by Scientology
17 through all the years of
18 indoctrination, mind control,
19 "ethics," threat and
20 punishment, and through the
21 more than a thousand hours of
22 "auditing." Armstrong
23 believes that when Hubbard
24 assigned him twice to the
25 Rehabilitation Project Force
26 (RPF), Scientology's prison,
27 for a total of twenty-five
28 months, when Hubbard had his
messengers order Armstrong's

1 wife to leave him, when he was
2 ordered security checked for
3 questioning Hubbard's
4 truthfulness, God brought him
5 through safely, made him
6 stronger and wiser, and kept
7 his heart from hardening.

8 Armstrong believes that he was
9 so deeply involved with
10 Scientology, so devoted to an
11 ungodly man and his ungodly
12 teaching, only God's Own
13 leading him, through His
14 mysterious way, could have
15 saved him. Armstrong believes
16 that God led him into the
17 Hubbard archive and biography
18 project, brought him to study
19 the Hubbard's secret papers
20 and document his duplicity,
21 and freed Armstrong's faith
22 from Scientology, on which it
23 had been misplaced.

24
25 147. Armstrong believes that
26 in his post-Scientology
27 period, when first in the
28 outside world, confused and
afraid, God took him in His

147. Ex. 1, 4:5-5:1.

1 Hands for particular care and
2 teaching. Armstrong believes
3 that when Scientology's
4 leaders sent hired private
5 investigators to spy on him
6 and his wife, and to terrorize
7 them, God kept him,
8 emotionally intact. Armstrong
9 believes that at the first
10 hearing in his case in 1982,
11 God somehow put into his hands
12 a tiny tract of Bible quotes
13 which he held and put his
14 heart on as fear gripped at
15 him. Throughout the 1984
16 trial, where Armstrong was on
17 the stand for about ten days,
18 he depended on the Twenty-
19 third Psalm to calm his mind
20 and heart.

21

22 148. Armstrong believes that
23 for His Purposes God allowed
24 him to be terrorized by
25 Scientology agents, his car
26 broken into, his drawings and
27 writings stolen, other
28 writings and ideas of his
perverted and held up to

148. Ex. 1, 5:14-6:1.

1 ridicule. Armstrong believes
2 that God allowed Scientology's
3 leaders to become intoxicated
4 by their own lies so that they
5 would try time after time to
6 have Armstrong jailed on their
7 false and manufactured
8 criminal charges. Armstrong
9 believes that God allowed the
10 self-deception of
11 Scientology's leaders, so that
12 they concocted a perverse
13 intelligence scheme to entrap
14 Armstrong in a crime and have
15 him prosecuted. Armstrong
16 believes that God allowed
17 Scientology's leaders to put
18 their faith in a base private
19 investigator, Eugene Ingram,
20 whom they would use to
21 illegally videotape Armstrong,
22 and who threatened to put a
23 bullet between Armstrong's
24 eyes. Armstrong believes that
25 God allowed the heart of an
26 Los Angeles Police Department
27 Officer, Philip Rodriguez, to
28 be tempted by greed, and paid
for a false authorization to

1 Scientology to illegally
2 videotape Armstrong.
3 Armstrong believes that God
4 allowed Armstrong's friend Dan
5 Sherman to use their
6 friendship to betray
7 Armstrong, to lead him with
8 kind words into danger, to set
9 him up, to trick from him his
10 thoughts and writings, and to
11 break his heart.

12

13 149. Armstrong believes that
14 God allowed Scientology's
15 leaders to attack Michael
16 Flynn, Armstrong's attorney,
17 good friend, benefactor and
18 champion in the legal battle.

149. Ex. 1, 6:20-7:3.

19 Armstrong believes that God
20 allowed Scientology to sue
21 Flynn some fifteen times, to
22 threaten him, his family and
23 career, to frame him with
24 forgery, to pay known
25 criminals to bear false
26 witness against him, and to
27 attempt his assassination.

28 Armstrong believes that God
allowed Scientology's leaders

1 to think they could destroy
2 Flynn with their "black
3 propaganda," "dead agent"
4 packs, "noisy investigations,"
5 and the compromise and turning
6 of other clients. Scientology
7 worked for seven years to
8 achieve this destruction.
9 Armstrong believes that God
10 brought him to Flynn, and
11 Flynn to Armstrong, and
12 brought them to fight
13 alongside each other in a
14 legal and spiritual battle
15 against the threat and evil of
16 Hubbard and his organization
17 from 1982 through 1986.

18
19 150. Armstrong believes that
20 during the years of the
21 Scientology battle he was
22 brought by God ever closer to
23 Him. Armstrong believes that
24 when he was alone, at times in
25 terrible fear, God kept him
26 safe, and allowed his heart to
27 break, over and over.
28 Armstrong believes that God
spoke to him, and that at

150. Ex. 1, 7:8:15.

1 times, as early as 1983, he
2 wrote God's Words under His
3 guidance in what seemed to be
4 dialogues. Armstrong believes
5 that God gave him the idea for
6 the true protection of His
7 Children in this world, and
8 moved Armstrong in 1986 to
9 found a church based on this
10 concept for His Glory.

11
12 151. Armstrong believes that,
13 at a time when Scientology
14 faced tremendous exposure and
15 liability in Armstrong's
16 cross-complaint for years of
17 outrageous fair game attacks,
18 and had just suffered a
19 \$30,000,000 verdict in the
20 case of Lawrence Wollersheim
21 v. Scientology, Los Angeles
22 Superior Court No. C 332027,
23 God, for His Glory, allowed
24 Flynn to lose heart. Flynn
25 "negotiated" a deal with
26 Scientology which involved
27 getting his clients to agree
28 to the organization's demanded
contractual condition of

151. Ex. 1, 7:24-8:13.

1 silence about their
2 "experiences," while not
3 demanding the same protection
4 for his clients. Many of
5 these clients had been the
6 target of Scientology's "black
7 propaganda" campaigns. He
8 also agreed to get his clients
9 to agree to a "liquidated
10 damages" penalty of \$50,000
11 per comment about their
12 experiences. Flynn did this
13 while believing, and having
14 ample experience to justify
15 believing, that the settlement
16 agreements were evil, as was
17 the entity which was insisting
18 on the "agreements" being
19 signed as a condition of
20 settlement. Flynn knew
21 Scientology's word was not to
22 be trusted, yet he conveyed
23 and gave support to
24 Scientology's "promise" that
25 it was going to discontinue
26 fair game.

27
28 152. Armstrong believes that
God allowed Scientology to

152. Ex. 1, 8:14-28.

1 harass, threaten and
2 compromise Flynn, and allowed
3 Flynn to be persecuted and
4 compromised, for His Purpose
5 to His Own Glory. Armstrong
6 believes that God allowed
7 Flynn to state to Armstrong,
8 when Armstrong protested the
9 impossibility of the
10 settlement agreement and the
11 insanity of the liquidated
12 damages clause, "Gerry, it's
13 not worth the paper it's
14 printed on. It's
15 unenforceable. You can't
16 contract away your
17 Constitutional rights."
18 Armstrong believes that God
19 allowed Flynn to point out to
20 Armstrong his release of
21 Scientology and Armstrong's
22 dismissal of his lawsuit, and
23 allowed Flynn to say, "That's
24 what they're paying you for."
25
26 153. Armstrong believes that
27 God made him aware of His
28 Spirit during the "settlement"
when he was rejected from Mike

153. Ex. 1, 9:16-25.

1 Flynn's heart. Armstrong
2 believes that God showed him a
3 glimpse of the future at that
4 moment; that he might be left
5 alone, that he might be
6 persecuted, but that he should
7 not fear; and that he should
8 at that time give everyone
9 involved what they wanted,
10 what they thought they needed
11 to be free. Because of
12 Flynn's promise of the
13 agreement's unenforceability,
14 Armstrong's desire to end the
15 threat if possible for
16 everyone, Scientology's
17 promise to end fair game, and
18 what he believed was God's
19 Assurance, Armstrong did sign.

20
21 154. Armstrong believes that
22 after the "settlement," God
23 gave him a time of some quiet
24 and joy to write, draw, get
25 strong after years of
26 deteriorating health, to hang
27 out with friends, and to be
28 drawn ever closer to Him.
Armstrong believes that in

154. Ex. 1, 9:26-10:11; Ex.
1(H), p. 38, ¶ 28, pp. 39-41,
¶ 30; Exhibit 1(H)(X),
Advertisements by Gerald
Armstrong in "Common Ground,"
in 1989; Exhibit 1(H)(R)(CC),
Letter from Gerald Armstrong
to Jonathan Marshall dated
July 28, 1987; letter from

1 1987 God chose him and came to
2 him in the undeniable Physical
3 Substance of His Love, and
4 gave Armstrong a greater view
5 of his future role in God's
6 Plan. Armstrong believes that
7 in 1988 God brought him to
8 offer his life in exchange for
9 the captives then held in
10 Lebanon. Armstrong believes
11 that God schooled him in the
12 understanding of His Nature
13 and set Armstrong on the path
14 to become by 1989 one of His
15 Teachers. Armstrong believes
16 that in 1989 God also gave
17 him an understanding of the
18 valuelessness of money, and a
19 glimpse of God's solution for
20 the grinding cruelty of the
21 world's economic system.
22 Armstrong believes that God
23 brought to him a glory of
24 four-leaf clovers. Armstrong
25 believes that God showed
26 Armstrong that through his
27 life God could bring to the
28 world the mathematical proof
of His guidance. Armstrong

Gerald Armstrong to "Dear
Captors" dated July 28, 1987;
Exhibit 1(H)(R)(DD), Writing
by Gerald Armstrong dated
December 31, 1987;
1(H)(R)(EE), "Margaret,"
drawing by Gerald Armstrong;
1(H)(R)(FF), "Mitzi," drawing
by Gerald Armstrong; Exhibit
1(H)(S), Letter from Gerald
Armstrong to Jonathan Marshall
dated October 14, 1989 with
article "A Crash Course in
Speculation."

1 believes that God moved him to
2 run like the wind, and to pick
3 up the world's trash, all for
4 His Glory.

5
6 155. Armstrong believes that
7 during the post-settlement
8 years, God also allowed the
9 hearts of Scientology's
10 leaders to grow ever harder
11 and to manifest in attack
12 after attack on Armstrong's
13 character and credibility. It
14 became clear, and saddened
15 Armstrong greatly, that these
16 leaders had not stopped "fair
17 game," but were using the
18 cessation of the litigation by
19 Flynn and his clients as an
20 opportunity to continue their
21 antisocial practices
22 unchecked. Armstrong believes
23 that God allowed his heart to
24 be broken by each attack and
25 the daily knowledge that
26 Scientology had not ceased
27 fair game, yet God kept
28 Armstrong from responding with
anything other than sadness

155. Ex. 1, 10:12-11:20.

1 for almost three years. Then,
2 in the fall of 1989, Armstrong
3 was served with a deposition
4 subpoena by the attorney for
5 Bent Corydon in the case of
6 Corydon v. Scientology, Los
7 Angeles Superior Court No.
8 C694401. Following this
9 Armstrong received a series of
10 calls from Scientology
11 attorney Lawrence Heller who
12 threatened that, even pursuant
13 to this subpoena, if Armstrong
14 testified about his knowledge
15 of Hubbard and Scientology he
16 would be sued. Armstrong was
17 deeply troubled by Heller's
18 threats, the idea of
19 succumbing to those threats,
20 and the injustice and evil the
21 settlement agreements had
22 spawned. Armstrong believes
23 that God brought him at that
24 time to a determination to do
25 what he could to bring to
26 light and correct that
27 injustice and evil. When
28 Armstrong began to research
his rights, responsibilities

1 and how to proceed, he learned
2 that through the intervening
3 five years Scientology had
4 been able to maintain an
5 appeal, Scientology v.
6 Armstrong, No. B025920, from
7 the 1984 Breckenridge
8 decision, and Armstrong's
9 first actions concerned that
10 appeal.

11
12 156. Around March 12 and
13 continuing for about two weeks
14 Armstrong experienced what he
15 believes was both his
16 spiritual death and his
17 rebirth, brought on him by
18 God. Armstrong believes that
19 God showed him the nature of
20 the evil that he had been
21 chosen by God to oppose, and
22 God showed him the spiritual
23 battle with that evil.
24 Armstrong believes that God
25 showed him that persecution
26 must be endured for His Cause,
27 and God assured Armstrong that
28 He would never leave him. God
showed Armstrong the souls he

156. Ex. 1, 24:25-25:14.

1 fought for, and why God chose
2 him to fight through all those
3 years. Armstrong believes
4 that God brought him to
5 surrender his battle to Him
6 that His Will be done, for
7 unless God does it Armstrong
8 hasn't got a prayer.
9 Armstrong believes that he
10 will run whatever race God
11 calls him to run as fast and
12 as far as God moves him.
13 Armstrong believes that
14 sometimes God will appear to
15 lose the race on earth to win
16 it in Heaven.

17

18 ISSUE VII

19 Armstrong's Claim: All of Armstrong's activities which
20 Scientology claims are violations of the subject agreement are
21 religiously motivated and completely protected by the First
22 Amendment, and the Religious Freedom Restoration Act of 1993.

23 Armstrong incorporates herein his Disputed Facts, Additional
24 Facts and Evidentiary Support Nos. 1A-E, 98-156, supra.

25

26 157. Armstrong is a Christian.

27

28

157. Ex. 1, 1:22, 1:23-30:31;
Ex. 1(H), pp. 30-32, ¶ 25, p.
42, ¶ 33, pp. 52, ¶ 43; Ex.
1(J), 1:18-28, 3:14-27; Ex.

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1(J) (C), Declaration of Michael Rinder executed October 27, 1994, and filed in Scientology v. Steven Fishman & Uwe Geertz, US District Court for the Central District of California No. 91-6426-HLH (Tx), at 11:9-11; Scientology's Evidence, Ex. 1Q, letter of Gerald Armstrong dated December 22, 1992, at p. 9; Scientology's Evidence, Ex. 10, letter of Gerald Armstrong dated June 21, 1991; Scientology's Evidence, Ex. 1N, Declaration of Gerald Armstrong executed July, 1991, at pp. 7-9, ¶¶ 6,7.

158. Armstrong believes that his life, in every moment and breath, is God's and in God's Hands. Armstrong believes that he has been saved from eternal separation and hell to become a son of God by God's Grace alone, and drawn by God to trust and follow His Son Jesus Christ as his Lord and

158. Ex. 1, 1:24-2:4.

1 Savior. Armstrong believes he
2 has been filled with God's
3 Holy Spirit, and given by Him
4 all peace, wisdom and love.
5 Armstrong believes that he has
6 been saved for God's Purposes
7 to His Glory. Armstrong
8 believes that God's Purpose
9 for him and all the world is
10 salvation. Armstrong believes
11 that the only difference of
12 any meaning at any time
13 between him and anyone else on
14 earth is this belief in God's
15 Plan for salvation.

16
17 159. Armstrong believes that
18 as a Christian and as a son of
19 God he has been led and will
20 be led into all of his life's
21 situations and to all of the
22 people he has encountered and
23 will encounter for God's
24 Purposes alone. Armstrong
25 believes that from God come
26 all things, including the
27 trust in Him, the willingness
28 to believe on Him, free will,
peace, wisdom and love.

159. Ex. 1, 2:5-10.

1 160. Scientology professes in
2 its public promotions and
3 publications to be compatible
4 with Christianity.

160. Ex. 1, 2:22-28, 25:15-23;
Ex. 2, 12:23-13:15, 15:5-8;
Ex. 5, 2:4-8; Ex. 6, 3:17-20.

5
6 161. Scientology states in its
7 "catechism," published in 1992
8 in its promotional book What
9 is Scientology?,

161. Ex. 1, 25:16-23.

10 "Scientologists
11 hold the Bible as a
12 holy work and have
13 no argument with the
14 Christian belief
15 that Jesus Christ
16 was the Savior of
17 Mankind and the Son
18 of God...¶There are
19 probably many types
20 of redemption. That
21 of Christ was to
22 heaven."

23
24 162. In fact, however,
25 Scientology is anti-Christian.

162. Ex. 1, 25:15-26:24; Ex.
1(J), 2:1-23; Ex. 2, 13:16-
16:21; Ex. 3, 1:19-2:16; Ex.
4, 1:19-2:10; Ex. 4(A); Ex. 6,
3:20-4:2.

1 163. Once initiated into
2 Scientology, people are
3 secretly taught, and must
4 believe, that Christ, God and
5 Heaven are false ideas
6 "implanted" in humans by
7 electronic means to enslave
8 them.

163. Ex. 1, 25:24-26:24; Ex.
2, 13:16-16:21; Ex. 2(B),
"Routine 3 Heaven" Scientology
Bulletin by L. Ron Hubbard
dated May 11, 1963; Ex. 2(C),
"Resistive Cases Former
Therapy" Scientology Bulletin
by L. Ron Hubbard dated
September 23, 1968; Ex. 3,
1:19-2:15; Ex. 3(A); Ex. 3(B);
Ex. 4(A); Ex. 1(J) (A),
"Operating Thetan Section
III," by L. Ron Hubbard
(Handwritten and Typed
Versions) at Bates stamped
pages 700684, 700707.

18 164. Scientology secretly
19 teaches its initiated
20 adherents that its "auditing"
21 procedures are the only way to
22 free mankind from "Christian"
23 slavery and the "Creator of
24 Heaven."

164. Ex. 1, 25:24-26:24; Ex.
2, 13:16-16:21; Ex. 2(B); Ex.
2(C); Ex. 3, 1:19-2:15; Ex.
3(A); Ex. 3(B); Ex. 4(A).

26 165. The main target of
27 Scientology's promotion and
28 marketing are Christians. The
largest percentage of

165. Ex. 1, 26:2-8.

1 Scientology's members come
2 from Christian backgrounds.
3 The second largest percentage
4 comes from Judaism.

5
6 166. Scientology enforces the
7 acceptance of its teachings
8 that Christ, God and Heaven
9 are false "implanted" ideas
10 with Scientology's system of
11 "ethics" punishments, its
12 "auditing procedures," and its
13 institutionalized mockery of
14 God and Christ. Anyone in
15 Scientology who professed a
16 belief in Christ, or God, or
17 who sought help through
18 prayer, was viewed and handled
19 as a "psychotic."

166. Ex. 1, 26:8-24; Ex. 2,
15:4-11; Ex. 3, 2:5-16.

20
21 167. Jesus states at Mark
22 3:28,29:

167. Ex. 1, 26:25-27:5.

23 "28 Verily I
24 say unto you. All
25 sins shall be
26 forgiven unto the
27 sons of men, and
28 blasphemies
 wherewith soever

1 they shall
2 blaspheme:
3 29 But he
4 that shall blaspheme
5 against the Holy
6 Ghost hath never
7 forgiveness, but is
8 in danger of eternal
9 damnation."

10

11 168. Armstrong believes that 168. Ex. 1, 27:6-8.
12 when Hubbard asserts that
13 Christ and God are "implants,"
14 he blasphemes the Holy Spirit,
15 the one unforgivable sin.

16

17 169. Armstrong believes that 169. Ex. 1, 27:8-9.
18 people drawn into Scientology
19 and brought to adopt this
20 blasphemy are in grave
21 spiritual danger.

22

23 170. Armstrong believes that 170. Ex. 1, 3:24-4:7.
24 Scientology is the clever
25 human invention of a clever
26 human who took his human
27 cleverness as far as it would
28 go for his own glorification.
 Armstrong believes that God

1 used Armstrong to accomplish
2 part of God's Plan for
3 Scientology, Scientologists
4 and salvation. Armstrong
5 believes that it took someone
6 with a God-given history,
7 character and skills such as
8 He gave Armstrong to bring out
9 of Scientology, to the light,
10 and to the minds and hearts of
11 all those whom God sent to
12 listen, a testimony of the
13 character of Scientology's
14 product and "source."
15 Armstrong believes that God
16 continues to use him to
17 reflect the unworthiness and
18 bankruptcy of Hubbard's
19 attempt to create his own
20 salvation plan, against the
21 infallibility and peaceful
22 grandeur of God's Plan.

23

24 171. Margery Wakefield, who
25 also signed a "Flynn
26 agreement," believes that she
27 is saved by the Grace of God
28 through her faith in His Son
Jesus Christ. She believes

171. Ex. 4, 1:19-2:24.

1 that she was called to speak
2 out concerning the illegal
3 practices of Scientology, its
4 mind control techniques, and
5 its anti-Christian nature and
6 teachings. Ms. Wakefield
7 recently wrote an essay
8 entitled "What Christians Need
9 To Know About Scientology."
10 She has been motivated in
11 speaking her thoughts based on
12 her knowledge and experiences
13 by the desire to reach the
14 minds of people who are in
15 Scientology and held by its
16 anti-Christian mind control
17 and pseudo-scientific dogma,
18 and the minds of people who
19 might be drawn into
20 Scientology by its
21 misrepresentations concerning
22 its intentions, practices and
23 religion. She believes that
24 it is every Christian's
25 motivation and desire to reach
26 the unsaved with the message
27 of the true gospel and a
28 warning about false teachers
like L. Ron Hubbard and false

1 gospels like Scientology. She
2 has felt that the right to
3 speak and teach in this way is
4 something that no court in
5 this country should nor can
6 take away. Ms. Wakefield
7 believes that under the US
8 Constitution she is free to
9 speak and cannot contract away
10 her right to speak about those
11 Scientology's "religious"
12 scriptures, practices and
13 experiences. She believes
14 that what she experienced in
15 Scientology was her own
16 religious experiences, and
17 what she experienced regarding
18 Scientology after leaving are
19 her own religious experiences,
20 about which she cannot be
21 silenced.

22
23 172. Keith Scott has a
24 Christian ministry called the
25 Cults Awareness Ministry. A
26 vital aspect of his ministry
27 is to offer advice born of
28 experience to people who are
going in or thinking about

172. Ex. 5, 1:12-2:16.

1 coming out of Scientology. He
2 does this work from a
3 Christian perspective, using
4 the strength and truths he has
5 gained through his faith in
6 Jesus Christ as his Lord and
7 Savior. Mr. Scott exposes the
8 untruths of Scientology and
9 explains the dangers to the
10 spiritual well-being and
11 future of people who follow
12 those untruths rather than the
13 truths of the Word of God. Mr.
14 Scott believes that he was
15 saved from the manipulation
16 and mind control of
17 Scientology by the Grace of
18 God recognized through his
19 faith in His Son, Jesus
20 Christ.

21
22
23 173. Other knowledgeable
24 people use the information
25 about Hubbard, his philosophy
26 and practices which Armstrong
27 brought to the light, to
28 educate and free the
misinformed.

173. Ex. 2, 8:27-9:20; pp.
8,9, ¶¶ 14,15; Ex. 3, 3:20-
4:8; Ex. 5, 1:4-2:4; Ex. 6,
4:3-6; Ex. 7, pp. 1,3, ¶¶
6,13; Ex. 9, 4:4-5:13.

1 174. Armstrong believes that
2 as Christ taught, and as a
3 child of God, Armstrong's
4 practice is forgiveness.
5 Armstrong believes that as all
6 that he has done has by Christ
7 been forgiven, Armstrong has
8 forgiven everything anyone has
9 ever done to me, every act or
10 thought of persecution.
11 Armstrong believes that what
12 he cannot forgive, however,
13 for he has not the power to
14 forgive it, is Hubbard's,
15 Scientology's leaders'
16 Scientologist's and anyone
17 else's blasphemy of God's Holy
18 Spirit.

174. Ex. 1, 29:13-19.

19
20 175. Armstrong believes that
21 Scientologists will not
22 recognize their need for
23 forgiveness as long as they
24 blaspheme the Holy Spirit, and
25 they will persecute Armstrong
26 as long as they commit and
27 promote this blasphemy.
28 Armstrong asks them to stop.
Armstrong believes that when

175. Ex.1, 29:20-30:23.

1 Scientology persecutes the
2 "little ones," those who are
3 the least among us, those whom
4 Scientology's leaders call
5 "suppressive persons," "PTSEs"
6 or "degraded beings"
7 Scientology persecutes Christ
8 Himself. Armstrong asks them
9 to stop this practice as well.
10 Armstrong believes that God
11 for His Purposes chose
12 Armstrong to be persecuted;
13 and to care and hurt when the
14 little ones are persecuted.
15 Armstrong cares what
16 Scientology does to him
17 because he believes
18 Scientology is doing it and
19 will do it to anyone else.
20 Armstrong believes that is to
21 all of these who are
22 persecuted, and to all those
23 in Scientology, that God has
24 sent him. Armstrong believes
25 that we are in the end times,
26 and that God has sent His
27 messengers, teachers and
28 prophets onto His Elect,
wherever they are, in whatever

1 country, city, prison, church
2 or cult, to gather them onto
3 Himself. Armstrong believes
4 that God chose him to be
5 persecuted by Scientology's
6 leaders, using their
7 organization's tax-exempt
8 millions, and in violation of
9 the nation's Constitution, as
10 Apostles of old were
11 persecuted, and all God's
12 Disciples have been persecuted
13 throughout history. Armstrong
14 believes that this need not
15 be, for persecution can end in
16 no time and without downside.
17 Armstrong believes,
18 nevertheless, God allows and
19 uses the persecution of His
20 Children, His Messengers,
21 Teachers and Prophets to prove
22 His great Mercy and Love and
23 the power of His marvelous
24 plan of salvation, both for
25 the persecutors and those
26 persecuted. Armstrong
27 believes that God knows which
28 souls He will reach through
Armstrong's words, story and

1 persecution. Armstrong
2 believes that they may be few;
3 nevertheless, God desires that
4 all should be saved.

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Dated: November 17, 1995 Respectfully submitted,

HUB LAW OFFICES

By: _____

FORD GREENE
Attorney for Defendant
GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

ARMSTRONG'S SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED FACTS IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION ON FIRST CAUSE OF ACTION OF ARMSTRONG'S CROSS-COMPLAINT

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, California 90028

BY FAX

(Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

(By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: November 17, 1995

